

BILL NO. S72-08-17

SPECIAL ORDINANCE NO. S- 74-72

AN ORDINANCE approving an Agreement with BERCOT, INC. for installation of a water main on Cook Road in connection with Water Contract 7211.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

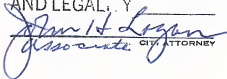
SECTION 1. The Agreement approved August 11, 1972, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works, and BERCOT, INC. for installation of a water main, to be constructed and installed as follows:

Installation of 1445[±] feet of 16 inch and 80⁺ feet of 4 inch dutile iron pipe to connect with the existing 16 inch water main on the Cook Road to serve the proposed Northrop Bus Garage, also on the Cook Road from the existing main eastward a distance of 260[±] feet, all as shown on Fort Wayne Water Utility, Engineering Department Drawing Y-10438, Sheets 1 & 2, and do every thing required by the Contract documents and this agreement.

for a total cost of \$22,983.10, all as more particularly set forth in said Agreement, which is on file in the Office of the Board of Public Works, and is by reference incorporated herein and made a part hereof, is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

APPROVED AS TO FORM
AND LEGALITY


J. H. Logan
CITY ATTORNEY


Councilman

Read the first time in full and on motion by Burns seconded by Hinga and duly adopted, read the second time by title and referred to the Committee on City Utilities (and to the City Plan Commission for recommendation) (and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on the _____ day of _____ 19____, at _____ o'clock P.M., E.S.T.

Date: 8-22-72

Charles W. Talarico
CITY CLERK

Read the third time in full and on motion by Burns seconded by Hinga and duly adopted, placed on its passage. Passed (100%) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____ to-wit:
Burns	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Hinga	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kraus	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Nuckols	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Moses	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schmidt, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Schmidt, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stier	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Talarico	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date: 9/12/72

Charles W. Talarico
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 1-74-72 on the 12th day of September, 19 72.

ATTEST:

(SEAL)

Charles W. Talarico
CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th day of September, 19 72 at the hour of 9:00 o'clock A.M., E.S.T.

Charles W. Talarico
CITY CLERK

Approved and signed by me this 13th day of September, 19 72 at the hour of 11:30 o'clock A.M., E.S.T.

John A. Ramey
MAYOR

Bill No. S-72-08-17

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance
approving an Agreement with BERGOT, INC. for installation of a water
main on Cook Road in connection with Water Contract 7211

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance as PASS.

Paul "Mike" Burns, Chairman

Eugene Kraus, Jr., Vice-Chairman

Donald J. Schmidt

William T. Hinga

Winfield M.C. Moses, Jr.

Paul M. Burns
Eugene Kraus Jr.
D. Schmidt
William T. Hinga
Winfield M.C. Moses Jr.

DATE 9-12-72 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

board of public works

58-258-12
August 14, 1972

Mr. David Keller
City Attorney
Anthony Wayne Bank Building
Suite 1310
Fort Wayne, Indiana 46802

Dear Mr. Keller:

Please prepare an Ordinance to be introduced in the Common Council Tuesday, August 22, 1972, for the following:

CONSTRUCTION AGREEMENT between Bercot, Inc. and the City of Fort Wayne for installation of 1445+ feet of 16-inch and 80+ feet of 4-inch water main on Cook Road. Cost of said construction is \$22,983.10 and is in connection with Water Contract 7211 which will provide service to the Northrop Bus Garage.

Very truly yours,

Jerry D. Boswell
Ronald L. Bonar
William G. Williams
BOARD OF PUBLIC WORKS

/rs

Enc. (copy of agreement)

AGREEMENT

FOR CONSTRUCTION OF NORTHROP BUS
GARAGE FEEDER MAIN - CONTRACT # 7211

THIS AGREEMENT, made this 16th day of August, 1972, by and between BERCOT, INC., herein called the "Contractor" and the CITY OF FORT WAYNE, an Indiana Municipal Corporation, herein called "Owner",

WITNESSETH, that the Contractor and the Owner for the considerations hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK

Contractor shall furnish all materials, equipment and labor for the installation of 1445 ± feet of 16 inch and 80 ± feet of 4 inch ductile iron pipe to connect with the existing 16 inch water main on the Cook Road to serve the proposed Northrop Bus Garage, also on the Cook Road from the existing main eastward a distance of 260 ± feet, all as shown on Fort Wayne Water Utility, Engineering Department Drawing Y-10438, Sheets 1 & 2, and do everything required by the Contract documents and this Agreement.

ARTICLE 2. TIME OF COMPLETION

The work to be performed under this Contract shall be commenced immediately upon notice to proceed and the work shall be completed within forty five (45) consecutive calendar days after receipt of material.

ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the contract the sum of Twenty two thousand, nine hundred eighty three and 10/100 Dollars (\$22,983.10). In the event the amount of work is increased or decreased by the Owner, the contract sum shall be increased or decreased according to the unit price schedule set forth in the Contractor's Proposal.

ARTICLE 4. PROGRESS PAYMENTS

The Owner shall make payments on account of the contract as provided therein, as follows:

On or about the 15th day of each month, ninety percent (90%) of the value of the work performed up to the first day of that month (based on the contract prices of labor and materials incorporated in the work) and as estimated by the Contractor and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments.

ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the contract is fully performed.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineering Department of the Owner shall promptly make such inspection, and when it finds the work acceptable under the contract and the contract fully performed, it shall promptly issue a final certificate stating that the work

provided for in this contract has been completed and is accepted, and the entire balance of the contract sum shall be due and payable to the Contractor.

At the time said payment is due and payable, the Contractor shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid.

ARTICLE 6. GUARANTEE OF MATERIALS AND WORKMANSHIP

Contractor guarantees all materials and work against defects for a period of one year after the date of the acceptance of the work.

ARTICLE 7. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Contractor's Proposal, Bond and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents:

- A. Instructions to Bidders for Contract No. 7211
- B. Contractor's Proposal dated August 8, 1972
- C. Contractor's Bond
- D. Supplemental Specifications for Northrop Bus Garage Feeder Main and Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains for Contract No. 7211 and Fort Wayne Engineering Department, Water Division, Drawing No. Y-10438, sheets 1 and 2.
- E. All materials shall be in accordance with Fort Wayne Engineering Department, Water Division, Water Main Materials Standards dated June 6, 1963, except as modified in the Supplemental Specifications for this project.

ARTICLE 8. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Contractor and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Water Engineer of the City Utilities of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this contract will be permitted except on prior written authorization by the Board of Public Works.

ARTICLE 9. INDEMNITY

Contractor shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.

ARTICLE 10. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within sixty (60) days after the date hereof, then this contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

BERCOT, INC.

By

Paul Bercot (Pres.)
Its

CONTRACTOR

CITY OF FORT WAYNE, INDIANA

By

Ivan A. Lebanoff
Ivan A. Lebanoff, its Mayor

BOARD OF PUBLIC WORKS

ATTEST:

Edna E. Smith
Edna E. Smith, Clerk

Approved as to form and legality:

John H. Logan
John H. Logan,
Associate City Attorney

Approved by the Common Council of the City of Fort Wayne

on _____, 1972,

Special Ordinance _____

AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That Bercot, Inc.

as Principal, hereinafter called Principal, and AMERICAN STATES INSURANCE COMPANY, a corporation of the state of Indiana, with its home office in the City of Indianapolis, Indiana, U.S.A., as Surety, hereinafter called Surety, are

held and firmly bound unto City of Fort Wayne - Board of Public Works

as Oblige, hereinafter called Oblige, in the amount of Twenty Two Thousand Nine Hundred

Eighty Three and 10/100

Dollars (\$ 22,983.10),

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated August 9, 1972 entered into

a contract with Oblige for construction of Northrop Bus Garage Feeder Main,

(contract 7211), per plans and specifications

which contract is by reference made a part hereof, and is hereinafter referred to as the contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if Principal shall promptly and faithfully perform said contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Principal shall be, and be declared by Oblige to be in default under the contract, the Oblige having performed Oblige's obligations thereunder:

- (1) Surety may promptly remedy the default subject to the provisions of paragraph 3 herein, or;
- (2) Oblige after reasonable notice to Surety may, or Surety upon demand of Oblige may arrange for the performance of Principal's obligation under the contract subject to the provisions of paragraph 3 herein;
- (3) The balance of the contract price, as defined below, shall be credited against the reasonable cost of completing performance of the contract. If completed by the Oblige, and the reasonable cost exceeds the balance of the contract price, the Surety shall pay to the Oblige such excess, but in no event shall the aggregate liability of the Surety exceed the amount of this bond. If the Surety arranges completion or remedies the default, that portion of the balance of the contract price as may be required to complete the contract or remedy the default and to reimburse the Surety for its outlays shall be paid to the Surety at the times and in the manner as said sums would have been payable to Principal had there been no default under the contract. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Oblige to Principal under the contract and any amendments thereto, less the amounts heretofore properly paid by Oblige under the contract.

Any suit under this bond must be instituted before the expiration of two years from date on which final payment under the contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Oblige named herein or the heirs, executors, administrators or successors of the Oblige.

Signed and sealed this 9th day of August, 19 72

Bercot, Inc.

By: [Signature] (SEAL)

Principal

AMERICAN STATES INSURANCE COMPANY
Surety

By: [Signature]

Attorney-in-Fact

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and

appointed, and does by these presents make, constitute and appoint _____

- WALTER H. LUPKE, JR., DUANE E. LUPKE, DONALD L. COFFEY, MARGUS G. KNOBLAUCH, - -

GERALD CIANCY, BERNICE CHAFFIN and WALTER E. ROOSE - - (Jointly or Severally) - - -

of Port Wayne and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed THREE MILLION AND NO/100 (\$3,000,000.00) DOLLARS - - - - -

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested

by its Assistant Secretary and its corporate seal to be hereto affixed this 26th day of May

A. D. 19 72.

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Agnes P. Brown
Assistant Secretary

STATE OF INDIANA } SS:
COUNTY OF MARION }

On this 26th day of May, A. D., 19 72, before me personally came

William M. Evans

_____ to me known, who, being by me duly sworn, acknowledged the execution of the above instrument and did depose and say; that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by

like order. And said William M. Evans further said that he is acquainted with Agnes P. Brown and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

April 22, 1974

My Commission Expires

Judy Cross

Notary Public

STATE OF INDIANA } SS:
COUNTY OF MARION }

I, Agnes P. Brown, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 9th

day of August, A. D., 19 72

(SEAL)

Agnes P. Brown
Assistant Secretary

City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk

To Jerry Boswell, Board of Works, Chairman Date September 6, 1972

From Charles W. Westerman, City Clerk

Subject Appearance before Common Council - Committee Session

COPIES TO:

Ordinance

RE: BILL NO. S-72-08-17

AN ORDINANCE approving an Agreement with BERCOT, INC. for installation of a water main on Cook Road in connection with Water Contract 7211.

Your appearance is requested on September 12, 1972, at 7:00 o'clock P.M., Room 122, by the members of the Common Council and the Standing Committee on City Utilities on behalf of the above SPECIAL ORDINANCE.

You are to report to the Clerk's office and stand ready for the Common Council Committee Session and to explain the above ordinance.

It is also requested that you have and bring forth any material that will help the council in its findings regarding the above ordinance.

Respectfully yours,

Charles W. Westerman
City Clerk

COPY